

Local Supplement Agreement FCI Waseca and AFGE, CPL, Local #801

- 1. Preamble:** This supplement agreement is made and entered into by and between the Federal Correctional Institution - Waseca, Minnesota; the Federal Prison Industries, Inc. - Waseca, Minnesota; Hereinafter referred to as "Management" or the "Employer", and the American Federation of Government Employees, Council of Prison Locals, Local 801, Hereinafter referred to as the "Union" or the "Local".

In accordance with the provisions of the Master Agreement between the Bureau of Prisons, Federal Prison Industries, Inc., and the American Federation of Government Employees, Council of Prison Locals, this agreement shall be recognized as the supplement agreement to the Master Agreement. All articles in this supplement agreement will be numbered so as to correspond with the same topics in the Master Agreement.

The term "Employees", as used in this agreement, refers to bargaining unit employees as defined by statutes. The Master Agreement and this supplemental agreement, together with any future negotiated additions, deletions, or changes and any memoranda of understanding, signed by both parties, constitutes a collective agreement between the employer and the union, in accordance with 5 USC and other appropriate laws and regulations.

- 2. Article 1, Section A:** The employer acknowledges that the constitutionally elected officers and duly appointed representatives of local 801 are the "Voice" of the local and are the designated representatives of the council of prison locals. As such, they shall represent local 801 and the employees of this institution at meetings with officials of the employer to discuss appropriate matters as well as promote and protect employees' interest.
- 3. Article 1, Section D:** The employer must provide a list of all bargaining unit employees working in the institution to the local president on a quarterly basis.
- 4. Article 2, Section A:** The employer supports the concept of regular Labor Management Relations Meetings at the local level. The meetings will be held on the last Wednesday of each month at 1:00 p.m. in the Warden's Conference Room, unless otherwise agreed upon by both parties at least three (3) working days in advance of the regularly scheduled meeting.

Union representatives shall be on official time.

The Union will be entitled to have three (3) members, not including the secretary, or designee, whose sole purpose will be to record the minutes, attend the local Labor Management Meetings. Participants for the union will include the local president or designee, vice-president or designee, and a bargaining unit member of the local's choice.

By mutual consent between the employer and the local president, a minimum of two persons from each side will constitute a quorum in order for the monthly meeting to be held.

Special LMR Meetings of an urgent nature will be held on request by the union or management in a reasonable amount of time, ordinarily within three (3) working days.

- 5. Article 2, Section B:** An agenda from each side will be required for all meetings. Agenda items, with

clarification, by both management and the union, will be submitted five (5) work days prior to the scheduled meeting. Should either side have no agenda items, they will so stipulate in writing in lieu of an agenda. The agenda may be exchanged via the LAN system.

In the event that the number of agency representatives exceeds three (3), the union will revise the number of their representatives to achieve equal numbers with the employer.

6. **Article 2, Section C:** Generally, the issues for discussion will be limited to those placed on the agenda in a timely fashion. Exceptions may be made for pressing issues which arise after the agenda has been established.
7. **Article 2, Section D:** The employer will prepare and provide local labor management meeting minutes of all items discussed two (2) working days after the meeting and the local union will review, after modification, if necessary, sign and return the minutes within two (2) more working days. A copy of the minutes will be provided to the local union president or designee.

Suspense dates for responses to local issues or "corrective actions" discussed at LMR Meetings will be reflected as accurately as possible in the meeting minutes.

8. **Article 2, Section E:** Suspended responses or "Corrective Action" of a problem will be placed in writing and given to the local union president normally within seven (7) working days from the LMR Meeting in which it was brought to the attention of management. In those instances where a specific action cannot be completed, an approximate date agreed upon by both parties will be established. If management asks the union to address a matter with bargaining unit member(s), the local will respond under the same time frame and method.

It is agreed that the employer and union will not consider any matter insolvable until either party has a period of fifteen (15) calendar days to consider written proposed remedies submitted by the concerned party.

Should the union be asked to provide the agency with an update of any issues raised at local meetings, or should the agency require additional information from the union, the responding union representative will be afforded the use of that amount of official time that is necessary to prepare such an update or gather additional information. The responding union representative, as appointed by the union, will be roster-adjusted to day watch, Monday through Friday, to gather such information. Any disputes or problems should ordinarily be resolved at the lowest level possible by both parties.

9. **Article 3, Section C:** Negotiations for any reason, at any level of management, will require at least two union representatives appointed by the local president. These union representatives shall be on official time.

Union representatives appointed by the local president, including stewards, shall be vested with sufficient authority to represent the union at the informal step of any matter of concern. Final decisions of the resolution shall be the sole responsibility of the local president of the union or designee and shall be made in writing.

- 10. Article 6, Section G:** Management will inform all bargaining unit members both orally and in writing of their rights under Article 6, Section G, each year during annual refresher training.

The employer agrees to inform each new employee, both orally and in writing, of their right to representation during the personnel portion of institution familiarization.

- 11. Article 6, Section L:** The parties agree that reprimands and counseling sessions, whether formal or informal, will not take place in front of inmates or other bargaining unit members, whenever possible. Both parties further agree that such discussions are confidential in nature and will not be repeated to anyone other than those with a legitimate “need to know”, such as next line supervisors and appointed union representatives.

- 12. Article 6, Section M:** Warrants or subpoenas served on employees at the institution by local authorities will be served to the employee in the SIS Office area, away from staff and all inmates. Confidentiality will be maintained as required by applicable laws, rules and regulations.

- 13. Article 6, Section R:** In the event a supervisor desires to maintain an informal file on an employee, it shall be limited to documents and records pertinent to the employee pursuant to the Human Resource Management Manual and 5USC 552A. These notes will only be used in performance log entries during the quarter in which they were written and the event occurred.

- 14. Article 7, Section D:** At the union’s written request, management will furnish the union a copy of any review and evaluation by an accrediting body if the release of such materials is not prohibited by law and impacts the bargaining unit.

- 15. Article 7, Section E:** When a bargaining unit member requests representation as stipulated in Article 6, Section F of the Master Agreement, the bargaining unit member will contact the local.

Management will normally provide timely relief, at least fifteen (15) minutes prior, to any union representative needing relief to attend any official meeting between both parties.

- 16. Article 7, Section J:** The agency will provide the designated union representative with copies of any information relied on by the agency in proposing disciplinary and adverse actions against unit employees, as well as copies of notices of proposed action and copies of the decisions only with the consent of the employee who must designate, in writing, their Union representative prior to the release of any information.

- 17. Article 7, Section K:** The union will be allotted thirty (30) minutes to address new employees during the first week of institution familiarization classes based on approved lesson plan. Any local executive board member or steward, as designated by the local president, will be authorized to give this presentation. Management will provide the union with notice of the date, time and place at the time the orientation is scheduled. The union official making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation.

- 18. Article 11, Section A:** A steward or an employee may request permission to report to duty either an hour early or an hour late so that the steward can assist the employee on a different shift in the processing of a grievance while both are on duty.

- 19. Article 12, Section B:** The union may request that management provide adequate facilities for an annual

membership drive at a location that will provide access to unit employees during lunch periods.

- 20. Article 12, Section C:** The parties agree that office space for the union is useful in facilitating effective representation of unit employees. As currently provided, the employer will provide the local one air conditioned office located in the Warden's Complex above the Visiting Room, supply office furniture/equipment to include, at a minimum, a desk, chair, use of a copier, and a file cabinet for the local's use in this office, and will be allowed to utilize an institution fax machine to receive incoming faxes.

The union will be allowed to place a sign in the front entry building three days prior to each monthly meeting which will announce the date, time and location of the meeting, as currently provided.

The union will be allowed to submit union related items for publication in any institution newsletter, as currently provided.

The employer will designate a box, located in the mail room, for incoming mail. All executive officers of the union are authorized to pick up union mail, as currently provided.

The employer agrees to furnish each employee with an individualized compartment for receiving mail, as currently provided.

Management intends to continue to provide individual parking spaces for handicapped, government vehicles, and incentive award winners.

The agency will provide lockers or a secure area, in a convenient location, for employees to store personal items during working hours.

The union office will be equipped with an outside FTS telephone line which may be used by union members to conduct union business, other than internal union business, to better effectuate labor-management relations.

The union will continue to be provided their own bulletin board which will be located in an area so as to allow all bargaining unit members access. This bulletin board will be glass covered and will have a lock on it. The bulletin board will be identified by a sign imprinted with the letters "AFGE".

The employer agrees to keep open the staff dining facilities for staff. Management intends to provide a refrigerator and microwave in the employees' lounge when completed. The employer agrees to provide and maintain, for employee use, a refrigerator and microwave for the Control Center, Segregation, and the Rear Gate.

The employer agrees to provide the union with eight 24-hour key rings to gain access to a glass secured lock box in the Control Center. Two sets of keys will be maintained in the security box. Both will have access to the Union Office, the bulletin board, and mailbox. In addition, one of the rings will have access to ISM mailbox location. The union president will designate the staff who are authorized to receive the keys and notify the employer of those designees.

Article 12, Section C (continued): Management will provide the union with access to our network from their office on a computer provided by management. It is understood that the union's access to, and use

of, the agency's networked email and word processing functions is/are subject to all agency policies and restrictions including security, antivirus protection, technical standards, copyright laws, ethical and personal conduct standards and all other rules and policies governing use, access and technical configuration. Furthermore, management assumes no liability for maintenance of the union's property or for any damage or destruction of their property. In consideration of management's agreement to connect the union to our network, the parties agree to accept all forms of correspondence, not specifically prohibited by Article 3 of the Master Agreement, through the network email function.

- 21. Article 14, Section A:** All employees who receive an overall "Outstanding" rating for the year will be considered for a QSI. All employees who receive an overall "Exceeds" or better rating for one year will be considered for an SSP, in accordance with all applicable personnel laws, rules, and regulations.
- 22. Article 14, Section B:** An employee's signature on an evaluation does not signify agreement with the evaluation, but only acknowledgment that they have had the opportunity to review it.
- 23. Article 14, Section C:** Ordinarily the intent of Management is for the rater who supervises the employee the majority of time to complete the employee's evaluation. Employees assigned to sick and annual will be rated by the supervisor who they have spent the most time working for during the rating period. Entries in significant incident/performance logs will be typed or legibly handwritten in ink and will be signed by the author.

The employee may request, in writing, to have any significant incidents considered for inclusion in a significant incident log/performance log entry. The supervisor will then be free to either make the entry or advise the employee verbally as to why no entry was made.

- 24. Article 16, Section A:** Management will provide the union, on disk(s), once every twelve (12) months, copies of all bargaining unit position descriptions. During the interim period, management will provide the union with a hard copy of any bargaining unit position description that undergo any significant changes. Bargaining unit employees may receive a copy of position descriptions upon request. Only those position descriptions maintained in the Human Resource Department will be the "official" position descriptions.
- 25. Article 17, Section A:** Management and the local agree that abuse of sick and/or annual leave is not a performance issue and as such no records of sick or annual leave usage and/or requests will be kept in an employee's personnel file or performance log. All such documentation will be maintained in a separate file in a separate location from any performance related file.
- 26. Article 18, Section A:** The employer agrees to maintain a staff dining room. The staff dining room will be physically separate from the inmate dining room. The hours of operation for the staff dining room will be from 10:30 a.m. to 12:30 p.m. The dining room supervisor will make a reasonable arrangement to set aside a purchased meal for those employees entitled to a half hour break who were not relieved for the meal during the hours of operation, if the employee notifies the dining room supervisor in advance of 12:30 p.m.

Employees working a straight eight hour shift will be allowed to eat on their posts.

Article 18, Section A: The use of beepers/pagers by bargaining unit employees will be negotiated on a case-by-case basis.

All employees will be given equal opportunity to donate blood at sponsored FCI blood drives and other

blood drives at the Warden's discretion and employees will not be required to return to their duty post until they feel well enough to do so.

- 27. Article 18, Section B:** The parties agree that requests for flexible and/or compressed work schedules may be negotiated on a case-by-case basis, as they are proposed, in accordance with 5 USC.
- 28. Article 18, Section D:** Each correctional services employee will receive a preference request form in their individual mailbox seven (7) weeks prior to the upcoming quarter. Extra forms will be made available by the department head to ensure that employees who need additional forms, for whatever reason, will be able to obtain one.
- 29. Article 18, Section F:** In all departments other than Correctional Services that the employer determines will rotate shifts and days off, rosters will be prepared on a quarterly basis by a roster committee. Before a roster committee is waived by the department head and the union, as provided for in Article 18, Section F of the master agreement, all affected employees will be allowed to voice their concerns and provide input.
- 30. Article 18, Section G:** Any transferring employee into the institution, where applicable, will be credited with having worked sick and annual provided that they have worked it within the past twelve (12) consecutive months at their previous institution.

The employer agrees that employees assigned to the sick and annual relief post may request to be assigned to either the morning, day, or evening shift of duty for the entire period. Sick and annual shift requests will be submitted to the roster lieutenant for consideration and a reasonable effort will be made to make assignments based on seniority.

- 31. Article 18, Section J:** Management and Union agree to continue to keep staff abreast of security concerns through the use of the Lieutenant log and Confidential log.
- 32. Article 18, Section O:** Any union executive board member or steward will not be required to work an "Acting" supervisory position if the employee feels that a conflict of interest exists. Neither, however, will the opportunity to work an "Acting" supervisory position be denied to an employee solely due to their involvement in the union if the employee desires to work such a post.
- 33. Article 18, Section P:** Overtime scheduling will be conducted according to the following procedures:
- 1) Correctional Services will maintain a sign-up sheet for overtime in their department. Other departments will develop overtime agreements through union negotiations on an individual basis.
 - 2) The first consideration for overtime will be by the date the qualified employee signed up for the overtime. Overtime will be filled in order of sign-up, and rotated down based on the last overtime shift worked during that pay period. All qualified employees may remove or upon personal request have his/her name removed from the overtime list. Removal from the overtime list, based on a staff member's refusal to work, will be handled on a case-by-case basis.

Article 18, Section P (continued):

- 3) Only after all qualified and available employees that are signed up for overtime are given the opportunity to work overtime, will overtime be offered to those qualified employees who are not signed up.

- 4) Scheduled overtime in all departments will be offered to qualified employees in that department first before being offered to qualified employees of other departments.
- 5) Correctional Services sign-up sheets will begin on a Sunday, the first day of the pay period, and will continue to the end of the pay period. The overtime sign-up sheets will be made available to staff on the Sunday prior to the beginning of the next full pay period.
- 6) At management's discretion, the following correctional services posts on day watch shall first be considered to be vacated, when circumstances warrant: a) Control #2, b) Activities #2.

When an employee fills an unscheduled overtime position immediately following his/her regular shift, he/she shall, if requested by the employee, receive consideration for time between shifts to take care of personal affairs, such time shall be unpaid and duty free.

- 34. Article 18, Section Q:** Prior to assigning mandatory overtime, attempts must be made first from the overtime sign up sheet. If unsuccessful, the supervisor will ask for volunteers amongst the shift already present. If still unsuccessful, the qualified employee present with the least amount of seniority will be mandated to work the overtime.
- 35. Article 18, Section R:** The employer will make every effort to adjust employee work schedules so that the employees can attend weekend national guard drills during their off-duty time rather than on annual leave or on leave without pay.
- 36. Article 18, Section S:** Notice of a shift change will be made through advance verbal contact with the affected employee, with follow-up written confirmation. A message left on an answering machine does not constitute "verbal contact".
- 37. Article 19, Section E:** The employer agrees to maintain and make accessible to bargaining unit members an updated department seniority roster. A copy of all such lists will be provided to the union president on a quarterly basis.
- 38. Article 19, Section J:** Department heads will post an announcement of vacant leave slot(s) within a reasonable period of time. Interested employees have the right to submit a written request for the vacated slot. Selection will be made on a seniority basis. In the event that an employee cancels an assigned leave slot with less than two weeks notice, management will post the vacancy, when possible, for 72 hours. Interested personnel will follow the above mentioned procedure.
- 39. Article 19, Section L:** Annual leave will be scheduled in accordance with the following procedures:
 - a) Sign-up for the leave year will begin the first week of the preceding October and be completed by the third week of November. The finalized annual leave roster will be posted in its entirety no later than the last week of November.
 - b) In the event two (2) or more employees have the same entrance on duty date, seniority will be rotated each leave year. Beginning in leave year 1999, an alphabetical list of employees having the same entrance on duty date will be utilized to start this rotation procedure for the first time. During subsequent leave years, the person listed first for the specific entrance on duty date will be moved
Article 19, Section L (continued):
to the last position for that entrance on duty date, and the other employees will rotate up one position. This rotation will occur each leave year prior to the annual leave scheduling.
 - c) The Union proposes that this section of the Union's proposal be stricken.

- d) When any bargaining unit member transfers to a different department, the newly assigned department head will make a reasonable effort to grant the employee previously scheduled leave.
- e) Supervisory personnel will not be included on the roster of bargaining unit employees scheduled leave.
- f) Annual leave will be scheduled by seniority and in accordance with the methods below:
 - 1) A blank annual leave roster will be posted at least three (3) weeks prior to annual leave requests being due so that employees are afforded the opportunity to see vacant leave periods.
 - 2) Employees in all departments, in order of seniority, will have the opportunity to request leave not to exceed three (3) weeks in duration during the initial round of leave scheduling. The requested weeks need not be consecutive weeks, nor weeks in the same pay period. After all employees have selected leave in the first round, the process will be repeated for the second round. Those employees earning eight (8) hours of annual leave per pay period may request two (2) additional weeks of annual leave during the second round of leave scheduling.
 - 3) Upon request, employees will be granted, at a minimum, the amount of annual leave that they will accrue during the leave year.

40. Article 19, Section M: Both parties recognize that the nature of a correctional environment requires many employees to work on holidays. The employer also understands the employee's desire to have holidays off. The employer will consider an employee's request to have a holiday off. To receive consideration, an employee will submit the request to their supervisor at least ten (10) work days prior to the holiday to allow for proper scheduling. Of all the requests received ten (10) days in advance, holidays off will be scheduled by seniority.

Emergency annual leave/FFLA may be granted, whether requested prior to or during the shift, in case of serious illness or injury of a member of an employee's immediate family when the employee's attention and presence is required.

41. Article 20, Section A: If an employee becomes ill on the job to the extent they can no longer perform their duties, a reasonable attempt will be made to provide a relief as soon as possible, including paying overtime if necessary.

Management will act on employee requests for sick leave, annual leave or leave without pay to undergo treatment or counseling.

In the event an employee outside of Correctional Services needs to request sick leave during an off-duty shift, weekend, or holiday, the employee will call the supervisor at home. If this attempt fails, the employee will contact the Operations Lieutenant or Duty Officer to request sick leave. The employee will provide a telephone number where they can be reached, the type of leave requested and the expected length of absence. The Duty Officer or Operations Lieutenant should contact the supervisor with this information. The supervisor may contact the employee to clarify the employee's absence.

42. Article 27, Section A: At management's discretion, we may notify affected staff of any threat or other potentially harmful situation, which management may become aware of.

Employees may provide medical staff with personal medical information which may be maintained in the employee's medical record, to be utilized in the event an employee becomes sick or injured on the job and is not capable of providing needed medical information. It is the sole responsibility of the employee to furnish up-to-date medical information to ensure appropriate treatment is administered.

The union and management agree to establish a joint task force whose purpose it shall be to evaluate various options and make recommendations with respect to manpower deployment and work allocation within the institution. This committee shall be composed of an equal number of three (3) members from each side and shall meet as jointly agreed. The objective of the task force is to seek ways of increasing the number of staff on the morning watch available to respond to emergencies while accomplishing viable work within the scope of their position description.

In the case of weather conditions resulting in hazardous driving, the employer agrees to provide reasonable sleeping accommodations to those employees who request it.

43. Article 27, Section B: Management agrees to provide a member of the union's executive board with information derived from formal training pertaining to hazardous materials and waste, asbestos and confined space. This information will be provided during a regular day watch tour of duty.

44. Article 28, Section A: Management will provide adequate foul weather gear consistent with the weather conditions for Southern Minnesota. Management will try to secure additional surplus Mickey Mouse boots as they are available or will secure other appropriate footwear. Management will procure more adequate rain gear and additional foul weather pants in various sizes.

Uniform employees may supplement their uniform with a navy blue or black light weight jacket marked "FCI Waseca" (or plain). The jacket will be considered to be personal clothing and approved to be worn with the uniform.

45. Article 28, Section D: The employer will provide clean bullet-proof vest, on a monthly basis, used by the outside patrols.

46. Article 28, Section F: The agency will not require the wearing of official uniforms by union representatives while they are engaged in labor-management relations activities. Union officials may request a reasonable amount of official time to change clothes before and after performing representational duties.

47. Article 28, Section G: Upon initial issue, each eligible employee, as identified in the Master Agreement, will receive reimbursement of up to \$110 for the purchase of two (2) pairs of safety toed shoes and/or boots. Upon initial issue, each eligible employee, as identified in the Master Agreement, will receive reimbursement of up to \$180.00 for the purchase of two (2) pairs of electrical safety toes shoes and/or boots. Every nine months thereafter, eligible employees will be entitled to receive reimbursement of up to \$55.00 for the purchase of one (1) pair of safety toed shoes and/or boots or \$90.00 for the purchase of one (1) pair of electrical safety toed shoes and/or boots. Reimbursement is contingent upon staff submitting a proper receipt of shoe/boot purchase.

48. Article 28, Section I: The employer agrees to continue to provide protective clothing and face shields or goggles for non-clerical medical personnel for use during duty hours.

49. Article 28, Section L: Employees shall be allowed to select the type of fastener on their approved nametag. The types to be made available by the employer are: safety pin, clip-on and foldover.

50. Article 29, Section A: The employer will provide adequate parking with designated parking areas for

employees, official visitors, and inmate visitors. Parking areas will be maintained and a reasonable effort will be made to remove ice and snow for the safety of employees and visitors.

The employer agrees to designate a parking space which will permit the rear gate officer to park his/her vehicle in an area convenient to the rear gate.

Management agrees to maintain outside patrol vehicles as equipped.

- 51. Article 29, Section E:** The employer agrees to continue to identify areas typically designated staff only for air conditioning in future renovations. The incorporation of air conditioning will be dependent on necessary approvals and budget constraints. Heating and cooling temperature will be consistent with the requirements of the facilities operations manual.
- 52. Article 30, Section A:** The agency agrees to administer disciplinary proceedings and penalties fairly and equitably. Reprimands may be removed from an employee's file after a six (6) month period provided that the employee submits a request for removal in writing and such a request is approved by the Warden. In all cases, a reprimand will be removed after two (2) years.
- 53. Article 30, Section C:** With regards to adverse action or disciplinary action, the penalty imposed must fit the offense.
- 54. Article 30, Section D:** All investigations and disciplinary/adverse actions will be initiated within a reasonable period of time.
- 55. Article 33:** The employer recognizes the value of internal recruitment related to the filling of job vacancies and assignments.
- 56. Article 41, Section D:** The employer agrees to duplicate this agreement and issue a copy to each current and new employee at no cost to the union or any bargaining unit employee. The employer will maintain a supply of the local supplemental agreement and will honor replacement requests from employees.
- 57. Article 42, Section D:** At the mid-term of the parties' supplemental agreement, a maximum of two articles may be reopened by mutual agreement of the parties.

Approved by:

K. Delano, Chief Negotiator, Local 801 AFGE

Date

W. R. Wood, Chief Negotiator, Management

Date